

**Nation's Capital Extraordinary Policing Costs Program (2020-2025)**

**CONTRIBUTION AGREEMENT**

**Nation's Capital Extraordinary Policing Costs Program**

**BETWEEN**

HER MAJESTY THE QUEEN  
IN RIGHT OF CANADA,  
as represented by the Minister of  
Public Safety and Emergency Preparedness

(herein referred to as "Minister")

**AND**

CITY OF OTTAWA,  
having its head office at,  
110 Laurier Avenue West  
Ottawa, Ontario, K1P 1J1  
as represented by Jim Watson, Mayor, and  
M. Rick O'Connor, City Clerk  
(herein referred to as the "Recipient")

**WHEREAS** the Minister has established the Nation's Capital Extraordinary Policing Costs Program ("the Program") to support projects that contribute to the achievement of the Department's policy objective to promote the safety and security of Canadian communities and institutions;

**AND WHEREAS** the Minister wishes to provide, through this Agreement, a financial contribution to the Recipient for the purpose of the Nation's Capital Extraordinary Policing Costs Program being more fully described in the Project Description (Annex A) (hereinafter referred to as "the Project").

**THE PARTIES THEREFORE AGREE AS FOLLOWS:**

**1 MAXIMUM AMOUNT OF THE CONTRIBUTION**

**1.1** In support of the Project, described in Project Description (Annex A), and subject to the terms and conditions set out in this Agreement, the Minister agrees to contribute up to a maximum amount of \$14,250,000 towards eligible expenditures described in the Project Budget (Annex B).

**1.2** The maximum amount of the contribution is established as follow(s):

- a) by fiscal year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year; and
- b) in accordance with the Project Budget (Annex B) at:
  - \$2,250,000 for Fiscal Year 2020-2021;
  - \$3,000,000 for Fiscal Year 2021-2022;
  - \$3,000,000 for Fiscal Year 2022-2023;
  - \$3,000,000 for Fiscal Year 2023-2024; and

\$3,000,000 for Fiscal Year 2024-2025

Totaling \$14,250,000 for the funding provided by the Minister under this Agreement.

## **2 CONDITIONS**

- 2.1** The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.
- 2.2** Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the terms and conditions for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be reduced or terminated at the Minister's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.
- 2.3** In the event of a proposed reduction or termination to the funding of the Program under subsection 2.1 or 2.2, the Minister may, after giving the Recipient a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving the Minister a written notice, terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.
- 2.4** The Recipient agrees, without delay, to inform the Minister of any change to the budget, the project objectives and/or activities, or of any change in anticipated funding and any additional amount that is received for the Project.

## **3 ELIGIBLE EXPENDITURES**

- 3.1** The Parties agree that only the budget categories of expenditures described in the Project Budget (Annex B) are eligible under this Agreement.
- 3.2** The Recipient agrees that the Minister's contribution only covers actual costs of those eligible expenditures described in the Project Budget (Annex B) of the Agreement. Hospitality, major capital assets, travel not directly related to project, core or ongoing operating expenses and profit are not eligible costs for this program. The Recipient also acknowledges having been informed that the following expenditures are not eligible expenditures under this Agreement:
- a) Interest charges or costs associated with a loan;
  - b) Insurance premium claim deductibles and adjusting services;
  - c) Loss of income, wages, profits and/or revenue, loss of production or productivity, loss of opportunity, inconvenience, loss of asset or market value or market share resulting from policing or security activities; and
  - d) Leave liability balances not taken by employees or police officers as a result of a policing or security event such as annual leave, floater annual leave, annual leave

carried forward, statutory holiday time and statutory holiday hours carried forward.

**3.3 For greater certainty, eligible expenditures include:**

Federal Financial Assistance of the expenditures identified in this section is strictly intended as compensation for extraordinary, reasonable and justifiable policing costs specific to the Nation's Capital and include:

**Personnel**

- a) Salaries, overtime and benefits, of full-time and part-time employees (office and field staff) performing extraordinary policing duties specific to the Nation's Capital in accordance with existing collective agreements or contracts of employment.
- b) Salaries, overtime and benefits, of temporary positions through contract services performing extraordinary policing duties specific to the Nation's Capital in accordance with existing collective agreements or contracts of employment.

**Surge Capacity**

- c) Surge capacity personnel costs incurred by the recipient through written arrangements with a contracting organization (e.g., police service) to deploy additional resources for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

**Intra-Governmental Services**

- d) When in the normal course of business, the Recipient is subject to receiving an invoice for a service it requests from another intra-governmental (excluding federal government) department (e.g. public works, heavy equipment, bus transportation, information technology (IT) support), and that the cost of this service is the most economical solution, and is generated for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

**Operational Supplies**

- e) Costs associated with general purpose items necessary to performing extraordinary policing duties specific to the Nation's Capital (e.g., event specific police signage, plastic handcuffs, food, and water/drinks).

**Translation and Other Services**

- f) Costs associated with shredding, printing, courier, copying, translations and simultaneous interpretation activities incurred and billed to the OPS for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

**Leased or Purchased Operational Equipment**

- g) Equipment deemed necessary for the purpose of performing extraordinary policing duties specific to the Nation's Capital. The Recipient must demonstrate the operational requirements that are above and beyond its normal standards of operation. (e.g., telecommunications equipment, cooling stations, baton, shield, helmet, vest and crowd control equipment such as tear gas, bullets).

#### **Leased Space**

- h) Leased space to accommodate employees or goods (e.g., warehouse space, temporary command centre) for the purpose of performing extraordinary policing duties specific to the Nation's Capital.

#### **Vehicles Rentals, Maintenance and Fuel**

- i) Vehicle rentals, parking, maintenance and fuel costs associated with performing extraordinary policing duties specific to the Nation's Capital.

#### **Administrative Services**

- j) Administrative services that are related to supporting the planning, deployment and demobilization of resources performing policing duties specific to the Nation's Capital and that do not exceed 15% of total eligible costs.

#### **Other**

- k) At the discretion of the Minister, other extraordinary, reasonable and justifiable policing costs deemed necessary to provide additional public safety and security services in the Nation's Capital.

**3.4** The Department may support reimbursement of eligible pre-execution expenditures, incurred from April 1, 2020, and onward, for extraordinary, reasonable and justifiable policing costs incurred in relation to policing duties associated with the Nation's Capital.

**3.5** The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

**3.6** In accordance with the Reporting Requirements and Payment Schedule (Annex C) and the Project Budget (Annex B), eligible expenditures must be incurred by the Recipient in the fiscal year they are allocated and the Recipient may report an eligible expenditure to a subsequent Fiscal Year only with the written authorization of the Minister.

**3.7** Only expenditures incurred by the Recipient during the period covered by this Agreement under section 36 may be claimed by the Recipient.

### **4 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES**

**4.1** The Recipient is permitted to reallocate funds between categories of eligible expenditures, as identified in the Project Budget (Annex B), under the following conditions:

- a) Within a current fiscal year, a reallocation is greater than 20% of the PS annual contribution for this fiscal year, the Recipient must obtain a written authorization from the Minister and the Parties shall amend this Agreement.
- b) Within a current fiscal year, a reallocation is up to 20% of the PS annual contribution for the current fiscal year, the Recipient is not required to obtain a written authorization from the Minister but the reallocation must be formally explained and included in the cash flow statement and any audited or non-audited financial reports or statement required under this agreement.

- c) If the reallocation results in adding or deleting a budget category, a change in the project objectives, activities, outcomes or results, the Recipient must obtain a written authorization from the Minister.

**4.2** Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 1.2.

## **5 PAYMENT SCHEDULE AND PAYMENTS**

**5.1** The Minister agrees to provide the Recipient with payments in accordance with the Reporting Requirements and Payment Schedule (Annex C) after receiving and approving the cashflow statements and the reports as described and outlined in Sections 6 and 7.

**5.2** The Minister may issue a payment only after being satisfied that the Recipient has complied with its obligations under this Agreement, including but not limited to the production of the following reports:

- a) All cashflow statements required under section 6; and
- b) All interim or final activity reports required under subsection 7.

**5.3** The Minister will issue a final payment at the end of this Agreement, only when she/he is satisfied that the Recipient has complied with all the obligations under this Agreement.

## **6 FINANCIAL REPORTING**

### **Initial Cashflow Statement**

**6.1** The Recipient shall provide the Minister with an initial cashflow statement upon the signature of the agreement containing a presentation of the 5-year Project Budget, as categorized in the Project Budget (Annex B), and include a statement of revenue and expenditures as described in the cashflow Statement Template (Annex D). It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 4, and supporting documentation for the reallocation.

### **Updated Annual and Final Cashflow Statements**

**6.2** The Recipient shall provide the Minister with updated annual and a final cashflow statement in accordance with Annex C. The cashflow must contain a presentation of the Project budget, as categorized in the Budget (Annex B), and include a statement of revenue and expenditures as described in Annex D and any other requirements as prescribed per Public Safety Canada's Project Level Risk Management Directive. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 4, and supporting documentation for the reallocation.

**6.3** The Final cashflow statement must be submitted to the Minister no later than one hundred and twenty (120) days after the completion of the Project activities.

## **7 NON-FINANCIAL REPORT**

**7.1** The Recipient shall provide the Minister with an annual interim and final activity report as described in the Reporting Requirements and Payment Schedule (Annex C), in a format prescribed by the Minister and that contains the following information:

### **Annual Interim and Final Activity Reports**

- a) A description of key activities planned during the period covered by the report;
- b) The results achieved with the funding provided; and with respect to the Program objectives and expected results (as defined in Section 3 of the Program's Terms and Conditions);
- c) An overview of the activities completed, broken down by extraordinary event category (Events of National Significance; Demonstrations; Royals, Heads of State and Dignitary Visits; Federal Labour Disputes; Federal Landmarks and Institutions; and, Other events) containing:
  - Event description;
  - Date and duration of event including planning;
  - Number of Personnel and total FTE hours worked per event;
  - Total event expenditures; and
  - Use of Liaison Team when the threshold to use them was met per event.
- d) Successes and difficulties encountered in achieving the Program objectives including lessons learned;
- e) A description of the planned activities to be completed during the next reporting period;
- f) A description of expected changes to the reallocation of funds between categories of eligible expenditures; the need to add or delete a budget category; and the need for a change in the project objectives, activities, outcomes or results during the next reporting period;
- g) A description of internal measures to conduct implementation monitoring and performance management;
- h) Total number of events OPS was unable to attend or unable to fully deploy adequate resources to participate in due to resource limitations; and,
- i) Total amount of expenditures exceeding the program's annual budget allocation.

**7.2** The recipient shall provide Canada with any additional information that Canada deems necessary for the purpose of this agreement.

## **8 SURPLUS AND DEFICIT**

**8.1** Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.

**8.2** Any surplus remaining upon expiry of this Agreement constitutes a debt due to Crown.

## 9 PROJECTS' RECORDS

The Recipient shall:

- a) Maintain separate accounting records, clearly identifying revenues and expenditures for the Project;
- b) Maintain financial records with respect to the Minister's contribution in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and
- c) Retain all materials and records relating to this Agreement and the Project for a period of no less than five (5) years following the expiry or termination of this Agreement.

## 10 AUDIT

- 10.1** The Recipient agrees that the Minister may appoint independent auditors, at Canada's expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and the consistent application of generally accepted accounting principles in the maintenance of financial and accounting records.
- 10.2** The Recipient agrees that the Minister may cooperate and share information with other Government of Canada departments or agencies for the purpose of Single Recipient Audit. Single Recipient Audit, utilizes a coordinated approach to recipient audit, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements.
- 10.3** The Recipient shall give access to her/his premises and make her/his materials and records available to the Minister for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers when requested, without charge.
- 10.4** The results of audits performed by Canada could be made available to the public through posting on the Public Safety Canada Internet site ([www.ps-sp.gc.ca](http://www.ps-sp.gc.ca)).
- 10.5** The Recipient shall make her/his materials and records available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

## **11 OVERPAYMENT**

**11.1** The Recipient is deemed to have received an overpayment if any of the following occurs:

- a) Sums were paid to the Recipient but remained unexpended by the end of the last fiscal year covered by this Agreement or the date of expiry or termination of this Agreement;
- b) The Recipient's cashflow statements have been completed, and an overpayment has been identified as a result of ineligible expenditures;
- c) The Minister carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
- d) For any other reason, the Recipient was not entitled to the contributions, or the Minister determines that the sums paid exceed the amount to which the Recipient was entitled.

**11.2** The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of the Minister, the expenditures cannot be substantiated.

**11.3** Any overpayment is a debt to the Crown and payable by the Recipient. The overpayment shall be repaid to the Minister no later than thirty (30) days following the date of receipt of notice from the Minister or at the discretion of the Minister. It may be offset by reducing any other contributions made by the Crown.

**11.4** Reimbursements due to the Minister by the Recipient shall be made to the Receiver General of Canada.

## **12 INTEREST CHARGES**

Any overpayment remaining owing to Canada and unpaid shall carry interest calculated thirty (30) days following the receipt of the notice from the Minister and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

## **13 DECLARATIONS AND UNDERTAKINGS**

**13.1** The Recipient declares:

- a) that the description of the Project provided in the Project Description (Annex A) is true and accurately reflects what the Recipient intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- b) that it has the capacity and authority to enter into the Agreement to carry out the Project and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;



- c) that all sources of funding for the Project, including any in-kind contributions, are identified in the Budget;
- d) that she/he owes no amount to the Government of Canada under any legislation or funding agreements;
- e) that it holds the intellectual property rights required for the conduct of the Project, the exploitation of any intellectual property resulting thereof, and she/he grants the Minister the licenses described in section 16;
- f) that it is committed to the promotion of and respect for a law abiding society, the rule of law and the values and principles underlying the *Canadian Charter of Rights and Freedoms* and the *Canadian Bill of Rights* and declares that it is not participating in, or condoning, any activity that could be construed as contrary to the laws of Canada or its provinces or territories.

**13.2** During the term of the Agreement, the Recipient undertakes to:

- a) take all necessary actions to maintain itself in good standing, to avoid conflict of interest, to preserve its legal capacity, and to inform the Minister, without delay, of any failure to do so;
- b) disclose to the Minister, without delay, any fact or event that would or may compromise the Project's chances of success or the Recipient's ability to complete any of the terms and conditions of this Agreement, either immediately or in the long term, including, but not limited to, pending or potential lawsuits and audits;
- c) respect official language commitments set out in the Project Description as outlined in the Project Description (Annex A), and, if applicable, to make public announcements and public documents related to the activities available in both official languages.

**14 PUBLIC ANNOUNCEMENT**

The Recipient agrees that, with respect to this Agreement, a public announcement by the Minister in the form of a press release, press conference or otherwise may be made. The Recipient agrees that it will provide all 'reasonable and necessary' assistance in the organization of the public announcement, as requested by the Minister. The Recipient acknowledges that his or her name, the amount awarded, and the general nature of the activities supported may be made publicly available by the Minister.

**15 ACKNOWLEDGEMENT**

The Recipient agrees to acknowledge the contribution received from the Minister in a manner satisfactory to the Minister.

**16 INTELLECTUAL PROPERTY**

**16.1** The Recipient retains ownership of any intellectual property created by the Recipient in carrying out the Project;

**16.2** The Recipient grants the Minister a royalty-free, permanent and non-exclusive license to

use, produce, reproduce, distribute, translate, publish or perform, in any way, of any intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

## **17 NO-PARTNERSHIP**

**17.1** The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture; does not create an agency relationship between the Minister and the Recipient, and in no way implies any agreement or undertaking to conclude any subsequent agreement.

**17.2** The Recipient agrees to not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in the Agreement.

## **18 ASSIGNMENT**

The Recipient must not assign the Agreement, or any part thereof, or any payments to be made under it, without the written permission of the Minister but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

## **19 DIRECT OR INDIRECT BENEFITS**

No member of Parliament, current or former public office holder of Canada may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with applicable regulations or policies, including the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

## **20 LOBBYING**

Any person lobbying on behalf of the Recipient must comply with the requirements of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Suppl.). The Recipient:

**20.1** certifies that she/he has not directly or indirectly paid or agreed to pay a contingency fee for the solicitation, negotiation or obtainment of funding under this agreement to any person other than an employee acting in the normal course of the employee's duties;

**20.2** acknowledges that accounts and records pertaining to the payment of fees or other compensation for the solicitation, attainment or negotiation of this Agreement are subject to the audit provisions of this Agreement and if the Recipient has certified falsely or is in default of the obligations contained herein, the Minister is entitled to recover from the Recipient the full amount of the contingency fee as an ineligible expenditures under this Agreement.

## **21 LIABILITY**

The Recipient agrees that the Minister and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long term obligations in relation to the Agreement.

## **22 INDEMNIFICATION**

The Recipient shall indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or her/his employees or agents.

## **23 DISCLOSURE**

**23.1** Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal and provincial legislations, regarding access to information and privacy.

**23.2** The Recipient acknowledges that the Minister may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained in them.

## **24 DEFAULT AND REMEDIES**

**24.1** Any of the following events constitute a default to this agreement:

- a) the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- b) an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- c) in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
- d) the Recipient, either directly or through its representatives, makes a false or misleading statement to the Minister;
- e) in the Minister's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in the Agreement; or
- f) the Recipient no longer meets the eligibility criteria of the Program.

**24.2** The fact that the Minister refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under the Agreement or other applicable law.

25 TERMINATION

This Agreement may be terminated:

- a) by any Party, when, as set out in paragraph 2.3, funding is no longer available or the appropriation has been decreased, thirty (30) days upon receipt of a notice of termination by the other Party;
- b) by the Minister, thirty (30) days upon receipt of a notice of termination by the Recipient, if the Recipient has not remedied the default to the satisfaction of the Minister within the thirty (30) days period as set out in paragraph 26.2; or
- c) by any Party, even if there is no default by the other Party, ninety (90) days upon receipt of a notice of termination by the other Party.

26 DISPUTE RESOLUTION

If there is a dispute arising under the terms of the Agreement, the Parties agree to make a good-faith attempt to settle the dispute. If the Parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The Parties must bear the costs of mediation equally.

27 NOTICE

- a) Any notice, information or document required under the Agreement is deemed delivered if forwarded by email or mail. Any notice sent by email is deemed received one (1) working day after it is sent; any notice mailed is deemed received eight (8) working days after being mailed. It is the responsibility of the Recipient to inform the Minister, in writing, of any changes to this information within seven (7) working days.
- b) All notices, information and documents must be sent to the following addresses:

| To the Recipient        | To the Minister               |
|-------------------------|-------------------------------|
| Cyril Rogers            | Stephanie Pelletier           |
| Chief Financial Officer | Manager                       |
| Ottawa Police Service   | Public Safety Canada          |
| 19 Fairmont Avenue      | 269 Laurier Avenue West       |
| Ottawa, Ontario         | Ottawa, Ontario               |
| K1Y 1X4                 | K1A 0P8                       |
| 613-236-1222 ext 4686   | 613-762-0372                  |
| RogersC@ottawapolice.ca | stephanie.pelletier@canada.ca |

28 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of the Agreement.

29 SURVIVAL

All obligations of confidentiality, representations and warranties set out in this Agreement as well as the provisions which bind the Recipient which, by the nature of the rights or obligations might reasonably be expected to survive, must survive the expiry or termination of this Agreement.

### **30 ENTIRE AGREEMENT**

This Agreement, including the Recital, Annex A (Project Description), Annex B (Project Budget) and Annex C (Reporting Requirements and Payments Schedule) constitutes the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings. The Annex D (Cashflow Statement) is provided for convenience only.

### **31 AMENDMENTS**

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to the Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while the Agreement is in effect.

### **32 GENDER AND PLURAL**

In this Agreement, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

### **33 GOVERNING LAW**

This Agreement must be governed by and interpreted in accordance with the applicable laws in the Province of Ontario.

### **34 ENGLISH VERSION/VERSION ANGLAISE**

The Parties agree that the Agreement must be drafted in English only. Les parties à la présente entente acceptent qu'elle soit rédigée en anglais seulement.

### **35 EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES**

1. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.
2. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

### 36 EFFECTIVE DATE AND DURATION

Notwithstanding the date on which the Agreement is signed, the terms and conditions of the Agreement are effective on April 1, 2020 and remain in effect until July 31, 2025. Only those expenditures incurred by the Recipient from the effective date to March 31, 2025 are considered eligible expenses.

**For the Minister**

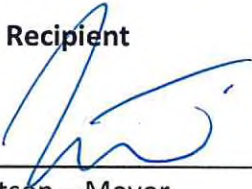


Talal Dakalbab – Assistant Deputy Minister

March 19, 2021

signed on

**For the Recipient**



Jim Watson – Mayor

March 22, 2021

signed on



M. Rick O'Connor

March 22, 2021

signed on

## PROJECT DESCRIPTION

### ANNEX A

## PROJECT DESCRIPTION

### Objectives

The objective of the project is to recognize the unique policing environment and additional costs incurred by the City of Ottawa, by the presence of federal landmarks (e.g., War Memorial), institutions and events of national significance in the Nation's Capital. The Minister of Public Safety and Emergency Preparedness provides a financial contribution through a program that enables the City of Ottawa to seek financial assistance from the Government of Canada, through a contribution agreement for policing costs incurred in relation to policing duties specific to the Nation's Capital and allows the Government of Canada to reimburse the City of Ottawa for eligible costs.

The objectives of the program fall within the Department's core responsibility for Community Safety and within the Law Enforcement and Policing Program. The program contributes to the achievement of the Department's policy objectives to promote the safety and security of Canadian communities and institutions.

### Description

The eligible activities are those extraordinary, justifiable and reasonable policing duties specific to the Nation's Capital deemed necessary by the Ottawa Police Service to provide additional public safety and security services over and above the regular municipal policing services required of a similar-sized city.

The key activities include policing duties related to events taking place in the Nation's Capital including: Events of National Significance; Demonstrations, Protests, Royal, Heads of State and Dignitary Visits; Federal Labour our Disputes, Federal Landmarks and Institutions. Eligible expenditures include personnel, surge capacity, intra-governmental services, operational supplies, translation and other services (shredding, printing, copying) operational equipment, leased space, vehicle rentals, maintenance and fuel, and administrative services.

### Reporting Work Plan

The activities to ensure public safety are based on intelligence (threat assessments) gathered by the Ottawa Police Service and its policing partners. Resources assigned may include the assignment of the Public Order Unit, Tactical unit as well as the use of officers and civilian employees to supplement staff at these events, as required.

### Expected Outcomes

The Departmental Results Framework outcome that relates to the NCEPCP is that Canadian communities are safe. The program outcomes (immediate, intermediate and long-term) and performance indicators are in the table below.

- The City of Ottawa has the resources to manage policing costs incurred for duties specific to the Nation's Capital (immediate)
- The City of Ottawa is equipped to provide security at Nation's Capital extraordinary events (intermediate) The City of Ottawa includes GBA+ considerations in the provision of security for Nation's Capital extraordinary events (intermediate)
- The nation's capital hosts safe and secure events (long term)

### Official Languages

Applicable requirements under the Official Languages Act which will be respected by the Recipient. Associated costs have been included in the annual budgets in accordance with the Terms and Conditions of the Nation's Capital Extraordinary Policing Costs program

**ANNEX B - Project Budget**  
**Revenues for Fiscal Year**  
**2020-21**

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Government Funding (municipal, provincial, territorial and federal)                                                                                                              | Amount                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Public Safety Canada                                                                                                                                                             | \$2,250,000.00        |
| Subtotal – Cash                                                                                                                                                                  | \$2,250,000.00        |
| Subtotal – In-kind                                                                                                                                                               | \$0.00                |
| <b>Total Government Funding</b><br><br><i>Government assistance 100.0% (municipal, provincial, territorial and federal)</i><br><br><i>cannot exceed of eligible expenditures</i> | <b>\$2,250,000.00</b> |
| <b>Non-government Funding and other</b>                                                                                                                                          |                       |
| Subtotal – Cash                                                                                                                                                                  | \$0.00                |
| Subtotal – In-kind                                                                                                                                                               | \$0.00                |
| <b>Total Non-government Funding and other</b>                                                                                                                                    | <b>\$0.00</b>         |
| <b>Total Revenues:</b>                                                                                                                                                           | <b>\$2,250,000.00</b> |

- 1. Cash: actual dollar value or revenues/funding received
- 2. In-Kind: non-cash input which is given a cash value



**Eligible Expenses for Fiscal Year  
2020-21**

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Detailed Eligible Expenditures by Category | Eligible Expenditures              |                                |                                           |                       |
|--------------------------------------------|------------------------------------|--------------------------------|-------------------------------------------|-----------------------|
|                                            | Public Safety<br>Canada<br>Funding | Other<br>Government<br>Funding | Non<br>Government<br>Funding and<br>other | Total                 |
| Administrative Services                    | \$293,478.00                       |                                |                                           | \$293,478.00          |
| Intra-Governmental Services                | \$5,022.00                         |                                |                                           | \$5,022.00            |
| Lease or Purchased Operational Equipment   | \$30,000.00                        |                                |                                           | \$30,000.00           |
| Leased Space                               | \$50,000.00                        |                                |                                           | \$50,000.00           |
| Operational Supplies                       | \$19,000.00                        |                                |                                           | \$19,000.00           |
| Personnel                                  | \$1,750,000.00                     |                                |                                           | \$1,750,000.00        |
| Surge Capacity                             | \$25,000.00                        |                                |                                           | \$25,000.00           |
| Translation and Other Services             | \$2,500.00                         |                                |                                           | \$2,500.00            |
| Vehicle Rentals, Maintenance and Fuel      | \$75,000.00                        |                                |                                           | \$75,000.00           |
| Subtotal – Cash                            | \$2,250,000.00                     | \$0.00                         | \$0.00                                    | \$2,250,000.00        |
| Subtotal – In-kind                         |                                    | \$0.00                         | \$0.00                                    | \$0.00                |
|                                            |                                    |                                |                                           |                       |
| <b>Total Expenditures:</b>                 | <b>\$2,250,000.00</b>              | <b>\$0.00</b>                  | <b>\$0.00</b>                             | <b>\$2,250,000.00</b> |

Revenues for Fiscal Year  
2021-22

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Government Funding (municipal, provincial, territorial and federal)                                                                                                | Amount                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Public Safety Canada                                                                                                                                               | \$3,000,000.00        |
| Subtotal – Cash                                                                                                                                                    | \$3,000,000.00        |
| Subtotal – In-kind                                                                                                                                                 | \$0.00                |
| <b>Total Government Funding</b><br><i>Government assistance 100.0% (municipal, provincial, territorial and federal)<br/>cannot exceed of eligible expenditures</i> | <b>\$3,000,000.00</b> |
| <b>Non-government Funding and other</b>                                                                                                                            |                       |
| Subtotal – Cash                                                                                                                                                    | \$0.00                |
| Subtotal – In-kind                                                                                                                                                 | \$0.00                |
| <b>Total Non-government Funding and other</b>                                                                                                                      | <b>\$0.00</b>         |
| <b>Total Revenues:</b>                                                                                                                                             | <b>\$3,000,000.00</b> |

**Eligible Expenses for Fiscal Year  
2021-22**

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Detailed Eligible Expenditures by Category  | Eligible Expenditures              |                                |                                           |                       |
|---------------------------------------------|------------------------------------|--------------------------------|-------------------------------------------|-----------------------|
|                                             | Public Safety<br>Canada<br>Funding | Other<br>Government<br>Funding | Non<br>Government<br>Funding and<br>other | Total                 |
| Administrative Services                     | \$391,304.00                       |                                |                                           | \$391,304.00          |
| Intra-Governmental Services                 | \$4,996.00                         |                                |                                           | \$4,996.00            |
| Lease or Purchased Operational<br>Equipment | \$35,000.00                        |                                |                                           | \$35,000.00           |
| Leased Space                                | \$60,000.00                        |                                |                                           | \$60,000.00           |
| Operational Supplies                        | \$31,500.00                        |                                |                                           | \$31,500.00           |
| Personnel                                   | \$2,300,000.00                     |                                |                                           | \$2,300,000.00        |
| Surge Capacity                              | \$25,000.00                        |                                |                                           | \$25,000.00           |
| Translation and Other Services              | \$2,500.00                         |                                |                                           | \$2,500.00            |
| Vehicle Rentals, Maintenance and<br>Fuel    | \$149,700.00                       |                                |                                           | \$149,700.00          |
| Subtotal – Cash                             | \$3,000,000.00                     | \$0.00                         | \$0.00                                    | \$3,000,000.00        |
| Subtotal – In-kind                          |                                    | \$0.00                         | \$0.00                                    | \$0.00                |
|                                             |                                    |                                |                                           |                       |
| <b>Total Expenditures:</b>                  | <b>\$3,000,000.00</b>              | <b>\$0.00</b>                  | <b>\$0.00</b>                             | <b>\$3,000,000.00</b> |

Revenues for Fiscal Year  
2022-23

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Government Funding (municipal, provincial, territorial and federal)                                                                                                | Amount                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Public Safety Canada                                                                                                                                               | \$3,000,000.00        |
| Subtotal – Cash                                                                                                                                                    | \$3,000,000.00        |
| Subtotal – In-kind                                                                                                                                                 | \$0.00                |
| <b>Total Government Funding</b><br><br><i>Government assistance 100.0% (municipal, provincial, territorial and federal) cannot exceed of eligible expenditures</i> | \$3,000,000.00        |
| <b>Non-government Funding and other</b>                                                                                                                            |                       |
| Subtotal – Cash                                                                                                                                                    | \$0.00                |
| Subtotal – In-kind                                                                                                                                                 | \$0.00                |
| <b>Total Non-government Funding and other</b>                                                                                                                      | \$0.00                |
| <b>Total Revenues:</b>                                                                                                                                             | <b>\$3,000,000.00</b> |

**Eligible Expenses for Fiscal Year  
2022-23**

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Detailed Eligible Expenditures by Category | Eligible Expenditures              |                                |                                           |                       |
|--------------------------------------------|------------------------------------|--------------------------------|-------------------------------------------|-----------------------|
|                                            | Public Safety<br>Canada<br>Funding | Other<br>Government<br>Funding | Non<br>Government<br>Funding and<br>other | Total                 |
| Administrative Services                    | \$391,304.00                       |                                |                                           | \$391,304.00          |
| Intra-Governmental Services                | \$4,996.00                         |                                |                                           | \$4,996.00            |
| Lease or Purchased Operational Equipment   | \$35,000.00                        |                                |                                           | \$35,000.00           |
| Leased Space                               | \$60,000.00                        |                                |                                           | \$60,000.00           |
| Operational Supplies                       | \$31,500.00                        |                                |                                           | \$31,500.00           |
| Personnel                                  | \$2,300,000.00                     |                                |                                           | \$2,300,000.00        |
| Surge Capacity                             | \$25,000.00                        |                                |                                           | \$25,000.00           |
| Translation and Other Services             | \$2,500.00                         |                                |                                           | \$2,500.00            |
| Vehicle Rentals, Maintenance and Fuel      | \$149,700.00                       |                                |                                           | \$149,700.00          |
| Subtotal – Cash                            | \$3,000,000.00                     | \$0.00                         | \$0.00                                    | \$3,000,000.00        |
| Subtotal – In-kind                         |                                    | \$0.00                         | \$0.00                                    | \$0.00                |
|                                            |                                    |                                |                                           |                       |
| <b>Total Expenditures:</b>                 | <b>\$3,000,000.00</b>              | <b>\$0.00</b>                  | <b>\$0.00</b>                             | <b>\$3,000,000.00</b> |

Revenues for Fiscal Year  
2023-24

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Government Funding (municipal, provincial, territorial and federal)                                                                                                    | Amount                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Public Safety Canada                                                                                                                                                   | \$3,000,000.00        |
| Subtotal – Cash                                                                                                                                                        | \$3,000,000.00        |
| Subtotal – In-kind                                                                                                                                                     | \$0.00                |
| <b>Total Government Funding</b><br><br><i>Government assistance 100.0% (municipal, provincial, territorial and federal)<br/>cannot exceed of eligible expenditures</i> | <b>\$3,000,000.00</b> |
| <b>Non-government Funding and other</b>                                                                                                                                |                       |
| Subtotal – Cash                                                                                                                                                        | \$0.00                |
| Subtotal – In-kind                                                                                                                                                     | \$0.00                |
| <b>Total Non-government Funding and other</b>                                                                                                                          | <b>\$0.00</b>         |
| <b>Total Revenues:</b>                                                                                                                                                 | <b>\$3,000,000.00</b> |

**Eligible Expenses for Fiscal Year  
2023-24**

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Detailed Eligible Expenditures by Category | Eligible Expenditures              |                                |                                           |                       |
|--------------------------------------------|------------------------------------|--------------------------------|-------------------------------------------|-----------------------|
|                                            | Public Safety<br>Canada<br>Funding | Other<br>Government<br>Funding | Non<br>Government<br>Funding and<br>other | Total                 |
| Administrative Services                    | \$391,304.00                       |                                |                                           | \$391,304.00          |
| Intra-Governmental Services                | \$4,996.00                         |                                |                                           | \$4,996.00            |
| Lease or Purchased Operational Equipment   | \$35,000.00                        |                                |                                           | \$35,000.00           |
| Leased Space                               | \$60,000.00                        |                                |                                           | \$60,000.00           |
| Operational Supplies                       | \$31,500.00                        |                                |                                           | \$31,500.00           |
| Personnel                                  | \$2,300,000.00                     |                                |                                           | \$2,300,000.00        |
| Surge Capacity                             | \$25,000.00                        |                                |                                           | \$25,000.00           |
| Translation and Other Services             | \$2,500.00                         |                                |                                           | \$2,500.00            |
| Vehicle Rentals, Maintenance and Fuel      | \$149,700.00                       |                                |                                           | \$149,700.00          |
| Subtotal – Cash                            | \$3,000,000.00                     | \$0.00                         | \$0.00                                    | \$3,000,000.00        |
| Subtotal – In-kind                         |                                    | \$0.00                         | \$0.00                                    | \$0.00                |
|                                            |                                    |                                |                                           |                       |
| <b>Total Expenditures:</b>                 | <b>\$3,000,000.00</b>              | <b>\$0.00</b>                  | <b>\$0.00</b>                             | <b>\$3,000,000.00</b> |

Revenues for Fiscal Year  
2024-25

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Government Funding (municipal, provincial, territorial and federal)                                                                                                | Amount                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Public Safety Canada                                                                                                                                               | \$3,000,000.00        |
| Subtotal – Cash                                                                                                                                                    | \$3,000,000.00        |
| Subtotal – In-kind                                                                                                                                                 | \$0.00                |
| <b>Total Government Funding</b><br><i>Government assistance 100.0% (municipal, provincial, territorial and federal)<br/>cannot exceed of eligible expenditures</i> | <b>\$3,000,000.00</b> |
| <b>Non-government Funding and other</b>                                                                                                                            |                       |
| Subtotal – Cash                                                                                                                                                    | \$0.00                |
| Subtotal – In-kind                                                                                                                                                 | \$0.00                |
| <b>Total Non-government Funding and other</b>                                                                                                                      | <b>\$0.00</b>         |
| <b>Total Revenues:</b>                                                                                                                                             | <b>\$3,000,000.00</b> |



Eligible Expenses for Fiscal Year  
2024-25

Project Title: Nation's Capital Extraordinary Policing Costs Program

| Detailed Eligible Expenditures by Category | Eligible Expenditures              |                                |                                           |                |
|--------------------------------------------|------------------------------------|--------------------------------|-------------------------------------------|----------------|
|                                            | Public Safety<br>Canada<br>Funding | Other<br>Government<br>Funding | Non<br>Government<br>Funding and<br>other | Total          |
| Administrative Services                    | \$391,304.00                       |                                |                                           | \$391,304.00   |
| Intra-Governmental Services                | \$4,996.00                         |                                |                                           | \$4,996.00     |
| Lease or Purchased Operational Equipment   | \$35,000.00                        |                                |                                           | \$35,000.00    |
| Leased Space                               | \$60,000.00                        |                                |                                           | \$60,000.00    |
| Operational Supplies                       | \$31,500.00                        |                                |                                           | \$31,500.00    |
| Personnel                                  | \$2,300,000.00                     |                                |                                           | \$2,300,000.00 |
| Surge Capacity                             | \$25,000.00                        |                                |                                           | \$25,000.00    |
| Translation and Other Services             | \$2,500.00                         |                                |                                           | \$2,500.00     |
| Vehicle Rentals, Maintenance and Fuel      | \$149,700.00                       |                                |                                           | \$149,700.00   |
| Subtotal – Cash                            | \$3,000,000.00                     | \$0.00                         | \$0.00                                    | \$3,000,000.00 |
| Subtotal – In-kind                         |                                    | \$0.00                         | \$0.00                                    | \$0.00         |
|                                            |                                    |                                |                                           |                |
|                                            |                                    |                                |                                           |                |

**REPORTING REQUIREMENTS AND PAYMENT SCHEDULE**  
**ANNEX C**

| <b>Progress Payments</b>                  |                                    |                                                                                                                                                                                                                                                                                             |                            |
|-------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Schedule Payment Date</b>              | <b>Period Covered for payments</b> | <b>Required documents</b>                                                                                                                                                                                                                                                                   | <b>Reporting Due Dates</b> |
| <b>Fiscal Year 2020-21</b>                |                                    |                                                                                                                                                                                                                                                                                             |                            |
| 30 days from the receipt of the reporting | April 1, 2020 to March 31, 2021    | <ul style="list-style-type: none"> <li>• Project Proposal;</li> <li>• Signed Contribution Agreement;</li> <li>• Initial cashflow statement with forecast for all 5 years;</li> <li>• Final fiscal year 2020-21 cashflow; and</li> <li>• Fiscal Year-End 2020-21 activity report.</li> </ul> | July 31, 2021              |
| <b>Fiscal Year 2021-22</b>                |                                    |                                                                                                                                                                                                                                                                                             |                            |
| 30 days from the receipt of the reporting | April 1 to September 30, 2021      | <ul style="list-style-type: none"> <li>• Cashflow statement with actuals for Q1 and Q2 of 2021-22;</li> <li>• Interim activity report.</li> </ul>                                                                                                                                           | January 31, 2022           |
| 30 days from the receipt of the reporting | October 1, 2016 to March 31, 2022  | <ul style="list-style-type: none"> <li>• Fiscal Year-End cashflow statement with actuals for Q1-Q4;</li> <li>• Fiscal Year-End 2021-22 activity report.</li> </ul>                                                                                                                          | July 31, 2022              |
| <b>Fiscal Year 2022-23</b>                |                                    |                                                                                                                                                                                                                                                                                             |                            |
| 30 days from the receipt of the reporting | April 1 to September 30, 2022      | <ul style="list-style-type: none"> <li>• Cashflow statement with actuals for Q1 and Q2 of 2022-23;</li> <li>• Interim activity report.</li> </ul>                                                                                                                                           | January 31, 2023           |
| 30 days from the receipt of the reporting | October 1, 2022 to March 31, 2023  | <ul style="list-style-type: none"> <li>• Fiscal Year-End cashflow statement with actuals for Q12-Q4;</li> <li>• Fiscal Year-End 2022-23 activity report.</li> </ul>                                                                                                                         | July 31, 2023              |
| <b>Fiscal Year 2023-24</b>                |                                    |                                                                                                                                                                                                                                                                                             |                            |
| 30 days from the receipt of the reporting | April 1 to September 30, 2023      | <ul style="list-style-type: none"> <li>• Cashflow statement with actuals for Q1 and Q2 of 2023-24;</li> <li>• Interim activity report.</li> </ul>                                                                                                                                           | January 31, 2024           |
| 30 days from the receipt of the reporting | October 1, 2023 to March 31, 2024  | <ul style="list-style-type: none"> <li>• Fiscal Year-End cashflow statement with actuals for Q1-Q4;</li> <li>• Fiscal Year-End 2023-24 activity report.</li> </ul>                                                                                                                          | July 31, 2024              |
| <b>Fiscal Year 2024-25</b>                |                                    |                                                                                                                                                                                                                                                                                             |                            |
| 30 days from the receipt of the reporting | April 1 to September 30, 2024      | <ul style="list-style-type: none"> <li>• Cashflow statement with actuals for Q1 and Q2 of 2024-25;</li> <li>• Interim activity report.</li> </ul>                                                                                                                                           | January 31, 2025           |
| 30 days from the receipt of the reporting | October 1, 2024 to March 31, 2025  | <ul style="list-style-type: none"> <li>• Final Fiscal Year End cashflow statement with actuals for Q1-Q4;</li> <li>• Final Fiscal Year-End 2024-25 activity report.</li> </ul>                                                                                                              | July 31, 2025              |

[illegible]